



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R25-135
DATE OF PASSAGE APRIL 22, 2025

A Resolution authorizing the Director of Purchasing to execute a contract with Rubino Engineering in the amount of \$67,055.00 for materials testing at RiverEdge Park.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, There is an ongoing expansion of RiverEdge Park, which includes the construction of four new structures and expanded site hardscapes; and

WHEREAS, to ensure the materials for the various construction elements meet specifications, the City needs the services of a firm that specializes in material testing; and

WHEREAS, Rubino was asked to provide a proposal for these professional services, which do not require bidding; and

WHEREAS, the proposal of \$67,055.00 includes a \$10,000 contingency, the funds being available for CIP A062 in account 355-4440-451.73-43; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: the Director of Purchasing is hereby authorized to execute a contract with Rubino Engineering in the amount of \$67,055.00 for materials testing at RiverEdge Park.

RESOLUTION NO. R25-135

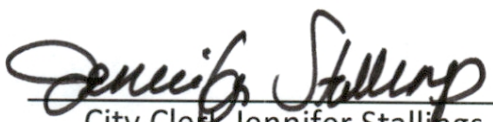
LEGISTAR NO. 25-0273

PASSED AND APPROVED ON April 22, 2025

AYES 11 NAYS 0 NOT VOTING 0 ABSENT 1

ALDERMAN	Vote
Alderman Barreiro, Ward 1	yes
Alderwoman Garza, Ward 2	yes
Alderman Mesiacos, Ward 3	yes
Alderman Donnell, Ward 4	yes
Alderman Franco, Ward 5	yes
Alderman Saville, Ward 6	yes
Alderman Tolliver, Ward 7	yes
Alderwoman Smith, Ward 8	yes
Alderman Bugg, Ward 9	yes
Alderwoman Baid, Ward 10	yes
Alderman Laesch, At Large	yes
Alderman Woerman, At Large	absent

ATTEST:


City Clerk Jennifer Stallings


Mayor Richard C. Irvin

March 19, 2025

To: Jason Bauer
City of Aurora
77 S. Broadway
Aurora, IL 60507
P: 630.256.3200

Re: QA Materials Testing Services
RiverEdge Park on Site Construction Testing
Aurora, Illinois

Proposal No. Q24.481 REV2

Via email: BauerJ@aurora.il.us

Dear Mr. Bauer,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from Jason Bauer of the City of Aurora on October 1st, 2024 and the following outlines our understanding of the requested scope of services:

Project Name and Description

RiverEdge Park on-site Construction Testing in Aurora, Illinois.

Documents and Emails Received

- RFP Email from Jason Bauer of The City of Aurora on October 1st 2024.
 - 2024.09.24 RiverEdge Phase II – For Bid Drawings
 - 2024.09.24 BP2 RiverEdge Phase II – SPECS Vol.1
 - 2024.09.24 BP2 RiverEdge Phase II – SPECS Vol.2
 - 2024.09.24 BP2 RiverEdge Phase II – SPECS Vol.3
 - 2024.09.24 BP2 RiverEdge Phase II – SPECS Vol.4
- Email from Perry Wegman of RCWegman on October 9, 2024 with the following documents
 - Aurora RiverEdge - Early Package for Permit_Final
 - 8 - Aurora RiverEdge - BP2 Addendum #1 – Specs
 - 9 - Aurora RiverEdge - BP2 Addendum #1 - Drawings

Scope of Services

DRILLING AND GEOTECHNICAL ENGINEERING SERVICES

- SPT drilling at one location in the area of the Beverage Pavilion
- Rock Core 5 ft in length with laboratory compression testing
- Additional geotechnical recommendations pertaining to drilled piers for the Beverage Pavilion

DRILLED PIER DOCUMENTATION

- Field observation and documentation of drilled pier construction
 - approximate tip elevation of pier drilled (provided by contractor)
 - documentation of soil spoils in reference to the geotechnical report

CONCRETE TESTING

- Field testing of uncured concrete and inspection of reinforcing steel
 - Slump, air, temperature, and casting of cylinders
 - Laboratory testing of cured concrete – compressive strength

MASONRY TESTING

- Document the placement of and cast specimens for grout and mortar.
 - Laboratory compressive strength tests on cured mortar and grout samples

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- Field testing of hot mix asphalt (HMA) – density by the nuclear method
- Laboratory testing of HMA - Bulk SG, Max SG, and Loss on Ignition
- Field testing of uncured concrete and inspection of reinforcing steel
 - Slump, air, temperature, and casting of cylinders
 - Laboratory testing of cured concrete – compressive strength

Extras

- Steel Inspection
- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

ESTIMATE OF SERVICES & FEES - PREVAILING WAGE RATES

Description	Quantity	Unit Rate	Total
DRILLED PIER DOCUMENTATION			
Engineering Technician (MT-2)	96 @	\$ 120.00 per hour	\$ 11,520.00
Concrete Test Cylinders for building	60 @	\$ 18.50 each	\$ 1,110.00
Cylinder Pick Up	9 @	\$ 295.00 per trip	\$ 2,655.00
Vehicle Charge	12 @	\$ 65.00 per hour	\$ 780.00
Engineering: Report Review, Consult, Meetings, Admin	12 @	\$ 140.00 per hour	\$ 1,680.00
CONCRETE TESTING			
Engineering Technician (MT-1)	104 @	\$ 120.00 per hour	\$ 12,480.00
Concrete Test Cylinders	35 @	\$ 18.50 each	\$ 647.50
Cylinder Pick Up	1 @	\$ 295.00 per trip	\$ 295.00
Vehicle Charge	13 @	\$ 65.00 per trip	\$ 845.00
Engineering: Report Review, Consult, Meetings, Admin	13 @	\$ 140.00 per hour	\$ 1,820.00
MASONRY TESTING			
Engineering Technician (MT-2)	40 @	\$ 120.00 per hour	\$ 4,800.00
Grout Specimens	20 @	\$ 18.50 per cube	\$ 370.00
Mortar Cylinders	30 @	\$ 18.50 each	\$ 555.00
Specimen/Cylinder Pick Up	4 @	\$ 295.00 per trip	\$ 1,180.00
Vehicle Charge	5 @	\$ 65.00 per trip	\$ 325.00
Engineering: Report Review, Consult, Meetings, Admin	5 @	\$ 140.00 per hour	\$ 700.00
BITUMINOUS PAVING AND EXTERIOR CONCRETE			
Engineering Technician (MT-1)	42 @	\$ 115.00 per hour	\$ 4,830.00
Concrete Test Cylinders	35 @	\$ 18.50 each	\$ 647.50
Nuclear Density Gauge	2 @	\$ 45.00 per day	\$ 90.00
Cylinder Pick Up	1 @	\$ 295.00 per trip	\$ 295.00
Vehicle Charge	7 @	\$ 65.00 per trip	\$ 455.00
Engineering: Report Review, Consult, Meetings, Admin	7 @	\$ 140.00 per hour	\$ 980.00
SUMMARY			
Rock Coring and Drilled Pier Recommendations			\$ 7,995.00
DRILLED PIER DOCUMENTATION			\$ 17,745.00
CONCRETE TESTING			\$ 16,087.50
MASONRY TESTING			\$ 7,930.00
BITUMINOUS PAVING AND EXTERIOR CONCRETE			\$ 7,297.50
CONTINGENCY			\$ 10,000.00
TOTAL ESTIMATED BUDGET:			\$ 67,055.00

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS	<u>23rd</u>	DAY OF	<u>April</u>	, 20 <u>25</u>
BY (please print):	<u>Jolene Coulter</u>			
TITLE:	<u>Director of Purchasing</u>			
COMPANY:	<u>City of Aurora</u>			
SIGNATURE:	<u>[Signature]</u>			

PROJECT INFORMATION:

- Project Name: RiverEdge Park on-site Construction Testing
- Project Location: RiverEdge Park Aurora, IL
- Your Job No: _____ Purchase Order No.: 310138
- Project Manager: Jason Bauer Telephone No.: _____
- Site Contact: Kurt Muth Telephone No.: _____
- Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____
Attn: _____ Attn: _____
Email: _____ Email: _____

() Copies To: _____ () Copies To: _____
Attn: _____ Attn: _____
Email: _____ Email: _____
- Invoicing Address: Purchasing
44 E DOWNER PL
AURORA, IL 60507
Attn: Purchasing Division
Email: purchasing DL@aurora.il.us
- Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through December 31, 2024 (Illinois Prevailing W

LABORATORY TESTING SERVICES

Compression testing of concrete, mortar and grout specimens	Per Cylinder	\$ 18.50
Cylinder Pick Up / Sample Pick Up (not including vehicle charge)	Per Hour	\$ 115.00

MATERIAL TESTER - field inspection of uncured concrete and hot mix asphalt.

Per Hour	\$ 115.00
Per Hour Overtime (before 7am, after 3pm and Saturdays)	\$ 172.50
Per Hour Overtime Sundays and Holidays	\$ 230.00

MATERIAL TESTER - 2 - Field inspection of masonry, soil

Per Hour	\$ 120.00
Per Hour Overtime (before 7am, after 3pm and Saturdays)	\$ 180.00
Per Hour Overtime Sundays and Holidays	\$ 240.00

EQUIPMENT CHARGES

Technician Mobilization with Equipment	Per Day	\$ 265.00
Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge	Per Day	\$ 45.00
Floor Flatness Equipment	Per Day	\$ 105.00
DCP Equipment	Per Day	\$ 22.00

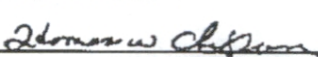
ENGINEERING SERVICES

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 140.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services up to 4 hours. Over 4 hours a minimum of 8 hours applies. Time calculated portal to portal and includes equipment loading, travel, and report preparation.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

March 19, 2025

Client#: 1171577		RUBINENG	
ACORD		CERTIFICATE OF LIABILITY INSURANCE	
		DATE (MM/DD/YYYY) 9/08/2024	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200		CONTACT NAME: Laurie Cloninger PHONE: 630 825-6219 FAX: 610 537-4939 E-MAIL: AECertificates@usi.com ADDRESS:	
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123		INSURERS AFFORDING COVERAGE	
		INSURER A: RLI Insurance Company	
		INSURER B: Pacific Insurance Company, Limited	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INCL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFTY (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO ☐ LOC ☐ OTHER	PSB0003177	09/01/2024 09/01/2025 EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PROPERTY (Per occurrence): \$1,000,000 MED EXP (Any one person): \$10,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/EXP AGG: \$2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON OWNED AUTOS ONLY	PSA0001881	09/01/2024 09/01/2025 COMBINED SINGLE LIMIT (Per occurrence): \$1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per occurrence): \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS MADE ☐ CED ☐ RETENTIONS	PSE0002142	09/01/2024 09/01/2025 EACH OCCURRENCE: \$5,000,000 AGGREGATE: \$5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPERTY OR PARTNERSHIP EXCLUSIVE OF FICA MEMBER EXCLUDED? (Mandatory in MD) If yes, checkers under DESCRIPTION OF OPERATIONS below	PSW0002789	09/01/2024 09/01/2025 ☒ PER ☐ STATUTE ☐ OTHER E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE - EMPLOYEE: \$1,000,000 E.L. DISEASE - POLICY LIMIT: \$1,000,000
B	Professional Liability	83OH056719924	09/01/2024 09/01/2025 \$2,000,000 each claim / \$4,000,000 annual aggr.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Descriptions Schedule, may be attached if more space is required) Professional Liability is written on a 'claims made' policy form. Some or all officers are excluded from Workers Compensation coverage.			
CERTIFICATE HOLDER Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

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GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal. Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" and "City" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal. Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. To the extent expressly authorized by state law, Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants.

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice in accordance with Illinois Local Government Prompt Payment Act.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL. CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL. CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS, STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC. ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the extent expressly authorized by state law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence. Neither by the insurance or indemnifications requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering, Inc. has been paid in full all amounts due for services, expenses and other related charges.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement.

14. NO HIRE: [Intentionally Left Blank]

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

18. Illinois Freedom of Information Act: Rubino acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

March 19, 2025

19. Jurisdiction and Venue. The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles

20. Insurance Requirements.

Rubino, at its own expense, shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Rubino's operations.

Rubino shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company, and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City

This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail ten (10) days written notice to the certificate holder named to the left."

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law

- (1) Worker's Compensation Insurance - Statutory amount
- (2) General Liability Insurance
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily Injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

Rubino shall include the City as a primary non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. The Contractor shall pay all insurance premiums without cost to the City



CITY OF AURORA

PURCHASING DIVISION OF FINANCE DEPARTMENT
44 E. DOWNER PLACE, P.O. BOX 2067
AURORA, ILLINOIS 60507-2067

PHONE (630) 256-3550
FAX (630) 256-3559

PURCHASE ORDER

310138

DATED: 04/01/2025

CHANGE ORDER No.2 07/11/2025

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RUBINO ENGINEERING, INC
425 SHEPARD DRIVE
ELGIN, IL 60123

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CITY OF AURORA
PUBLIC WORKS ADMIN.
2185 LIBERTY STREET
2ND FLOOR
AURORA, IL 60502

INVOICES NOT DIRECTED TO PURCHASING WILL DELAY PAYMENT

ORDER SUBJECT TO TERMS AND CONDITIONS

REQUISITION #	REQUISITION DATE	TERMS	DATE REQUIRED	IL TAX EXEMPTION #
0000162629	07/11/2025	NET	12/31/2025	E9996-0842-07
ACCOUNT #	CUSTOMER ACCT #	CONTRACT #	PROJECT #	FEIN
Multiple Accounts				36-6005778

CHANGE ORDER

LINE #	QUANTITY / UNIT	ITEM NUMBER AND DESCRIPTION	UNIT COST	EXTENDED COST
1	48,767.00 / EA	QA MATERIALS TESTING SERVICES RiverEdge Park on Site Construction Testing RockCoring/Drilled Pier Recommendations \$7,995.00 Drilled Pier Documentation \$17,745.00 Concrete Testing \$16,087.50 Masonry Testing \$7,930.00 Bituminous Paving/Exterior Concrete \$7,297.50 Contingency \$10,000.00 *****	1.0000	48,767.00
2	18,288.00 / EA	Email PO to: Michelle.Lipinski@rubinoeng.com ADDITIONAL FUNDS PER R25-135 cc: bauerj@aurora.il.us ***** Per Proposal Q24.481 REV2 March 19, 2025 Per Resolution R25-135 passed April 22, 2025	1.0000	18,288.00
		<u>ACCT NO</u> 35544404517343 35644404517343	<u>PROJECT</u> A062 A062	<u>AMOUNT</u> 48,767.00 18,288.00

TOTAL AMOUNT: \$67,055.00

DIRECTOR OF PURCHASING


Jolene Coulier

THE CITY OF AURORA REQUIRES THAT ALL CITY PURCHASES BE PREAUTHORIZED BY THE ISSUANCE OF PURCHASE ORDERS. IF A VENDOR DELIVERS ANY MERCHANDISE WITHOUT VALID PURCHASE ORDER, NO LIABILITY EXISTS FOR THE CITY OF AURORA. OUR PURCHASE ORDER NUMBER SHOULD BE REFLECTED ON YOUR INVOICE.